

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

**SPRINGHILL AVENUE UNITED  
METHODIST CHURCH, INC.**

**PLAINTIFF**

**VS.**

**NATIONS ROOF GULF COAST,  
LLC; LLOYD'S OF LONDON,**

**DEFENDANTS**

**CASE NO.: 1:24-CV-00375-KD-B**

**VS.**

**ROOF US, LLC;  
ROOF US ROOFING &  
RESTORATION, LLC,**

**THIRD-PARTY DEFENDANTS.**

**ROOF US ROOFING & RESTORATION, LLC  
ANSWER TO PLAINTIFF'S THIRD-PARTY COMPLAINT AGAINST**

COMES NOW Defendant Roof US Roofing & Restoration LLC ("Roof US" or "Third-Party Defendant"), by and through undersigned counsel, and in response to Third-Party Plaintiff's Third-Party Complaint, states as follows:

**PRELIMINARY STATEMENT**

No response is required.

**PARTIES**

1. Defendant lacks knowledge to admit or deny the legal status of Nations Roof Gulf Coast, LLC. Admitted that Nations Roof is asserting claims against Defendant.

2. Admitted that Defendant was a limited liability company in the State of Georgia

that has since been dissolved. The remaining allegations are denied.

3. Denied.

### **JURISDICTION**

4. Admitted.

5. Denied.

### **FACTS**

6. Defendant lacks sufficient knowledge to admit or deny the allegations contained in this Paragraph.

7. Admitted that Nations Roof subcontracted work to Third-Party Defendant to replace a portion of the roof of Springhill Avenue United Methodist Church.

8. The allegations of this Paragraph are denied, and strict proof thereof is demanded.

9. The allegations of this Paragraph are denied, and strict proof thereof is demanded.

10. The allegations of this Paragraph are denied, and strict proof thereof is demanded.

11. The allegations of this Paragraph are denied, and strict proof thereof is demanded.

12. Defendant lacks sufficient knowledge to admit or deny the allegations contained in this Paragraph.

13. Defendant lacks sufficient knowledge to admit or deny the allegations contained in this Paragraph.

14. Admitted that Plaintiff filed suit and the allegations contained therein speak for themselves.

15. The allegations of this Paragraph are denied, and strict proof thereof is demanded.

16. The allegations of this Paragraph are denied, and strict proof thereof is demanded.

17. The allegations of this Paragraph are denied, and strict proof thereof is demanded.

18. The allegations of this Paragraph are denied, and strict proof thereof is demanded.

19. The allegations of this Paragraph are denied, and strict proof thereof is demanded.

### **CAUSES OF ACTION AGAINST ROOF US**

#### **COUNT ONE** **INDEMNIFICATION (CONTRACTUAL)**

20. The allegations of this Paragraph are denied, and strict proof thereof is demanded.

21.

In the third-party complaint, The allegations of this Paragraph are denied, and strict proof thereof is demanded.

22. Roof US lacks sufficient knowledge to admit or deny the allegations of this Paragraph.

23. Roof US lacks sufficient knowledge to admit or deny the allegations of this Paragraph.

24. Admitted that Plaintiff filed suit against Nations Roof. Denied that Plaintiff's damages are the result of any work performed by US Roof.

25. The allegations of this Paragraph are denied, and strict proof thereof is demanded

26. The allegations of this Paragraph are denied, and strict proof thereof is demanded

27. The allegations of this Paragraph are denied, and strict proof thereof is demanded

28. The allegations of this Paragraph are denied, and strict proof thereof is demanded.

#### **COUNT TWO** **INDEMNIFICATION (COMMON LAW)**

20. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

21. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof

thereof is demanded.

22. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

23. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

**COUNT THREE**  
**BREACH OF CONTRACT**

29. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

24. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

30. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

31. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

32. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

33. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

**COUNT FOUR**  
**BREACH OF EXPRESS AND IMPLIED WARRANTIES**

34. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

35. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

36. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

37. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

38. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

39. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

40. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded

**COUNT FIVE**  
**NEGLIGENCE**

41. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

42. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

43. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

44. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

### **PRAYER FOR RELIEF**

Roof US denies that Third-Party Plaintiff is entitled to any of the relief demanded in this Paragraph, including all subparts.

### **FIRST AFFIRMATIVE DEFENSE**

The Third-Party Complaint, and each cause of action contained therein, fails to state a claim upon which relief may be granted against this Third-Party Defendant.

### **SECOND AFFIRMATIVE DEFENSE**

Roof US pleads the affirmative defense of contributory negligence.

### **THIRD AFFIRMATIVE DEFENSE**

Roof US pleads lack of privity.

### **FOURTH AFFIRMATIVE DEFENSE**

Roof US pleads lack of contractual obligation as Third-Party Plaintiff has not produced a signed, written contract.

### **FIFTH AFFIRMATIVE DEFENSE**

Any damages sustained by Plaintiff and/or Third-Party Plaintiff were not proximately caused by any alleged wrongful conduct on the part of this Third-Party Defendant.

### **SIXTH AFFIRMATIVE DEFENSE**

There is no causal relation to the claims being made by the Plaintiff and this Third-Party Defendant's conduct.

### **SEVENTH AFFIRMATIVE DEFENSE**

Roof US pleads the doctrine of substantial performance or discharge by performance.

### **EIGHTH AFFIRMATIVE DEFENSE**

That the alleged damages complained of by the Plaintiff or Third-Party Plaintiff were

proximately caused by a new, independent and efficiently intervening or superseding cause, and not by any alleged negligence or wantonness on the part of Roof US.

**NINTH AFFIRMATIVE DEFENSE**

Any breach of contract was the result of the breach by an independent third party.

**TENTH AFFIRMATIVE DEFENSE**

The Plaintiff and Third-Party Plaintiff had a duty to mitigate part or all of the alleged damages and failed to do so.

**ELEVENTH AFFIRMATIVE DEFENSE**

Roof US pleads the defense of assumption of the risk.

**TWELFTH AFFIRMATIVE DEFENSE**

At all relevant times, Roof US fully performed all of its obligations in accordance with project plans and specifications and in a good, workmanlike manner that met or exceeded the applicable standard of care.

**THIRTEENTH AFFIRMATIVE DEFENSE**

At all relevant times, Roof US's actions related to all claims alleged in the Third-Party Complaint Nations Roof were accepted and ratified by Nations Roof.

**FOURTEENTH AFFIRMATIVE DEFENSE**

Roof US performed its work at the direction of and under the supervision of Nations Roof.

**FIFTEENTH AFFIRMATIVE DEFENSE**

Roof US's work was inspected, accepted, and approved by Nations Roof.

**SIXTEENTH AFFIRMATIVE DEFENSE**

Third-Party Plaintiff has failed to act in good faith and in a commercial reasonable manner

regarding Roof US's work. At all relevant times, Roof US conducted itself in good faith regarding Nations Roof. Nations Roof directed Roof US to perform certain work and now seeks damages from Roof US for performing the work as directed by Nations Roof.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

Roof US acted in good faith reliance on Nations Roof's directions, and on the directions of Nations Roof's agents, representatives, and consultants, with regards to all claims raised in the Third-Party Complaint.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

Roof US is not liable for the acts or omissions of Nations Roof, and/or for the acts or omissions of all parties under Nations Roof's direction and control, including all of Nations Roof's agents, representatives, other subcontractors, and consultants.

**NINETEENTH AFFIRMATIVE DEFENSE**

Roof US alleges that any acts or omissions of Nations Roof's employees or former employees that caused or contributed to Nations Roof's or Plaintiff's damages are imputed to Nations Roof and should therefore bar any recovery by Nations Roof.

**TWENTIETH AFFIRMATIVE DEFENSE**

Roof US alleges that the entire Third-Party Complaint is barred on the grounds that the work provided by Roof US referred to in the Third-Party Complaint was not a substantial factor in bringing about the injuries and damages alleged by the Plaintiff.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

Roof US pleads the Affirmative Defenses of laches, unclean hands, estoppel, frustration of purpose, release, acquiescence, set off, and waiver, accord and satisfaction, and any and all other applicable equitable defenses



**TWENTY-SECOND AFFIRMATIVE DEFENSE**

Roof US would state that an intervening or supervening event or events proximately caused and/or contributed to the damages and injuries alleged in Third-Party Plaintiff's Complaint for which Roof US is not responsible.

**TWENTY-THIRD AFFIRMATIVE DEFENSE**

Roof US alleges that to the extent Nations Roof's claims arise out of contract, the claims do not state facts sufficient to entitle Nations Roof to an award of punitive or exemplary damages against Roof US.

**TWENTY-FOURTH AFFIRMATIVE DEFENSE**

Roof US alleges that Nations Roof failed to give adequate and timely notice of any alleged breach of contract and/or notice of alleged defective performance.

**TWENTY-FIFTH AFFIRMATIVE DEFENSE**

Roof US affirmatively pleads, as if set forth herein, all applicable affirmative defenses Nations Roof has asserted in this action, as well as any affirmative defense that has been or will be raised by any other Third-Party Defendant.

**TWENTY-SIXTH AFFIRMATIVE DEFENSE**

Roof US pleads the defense of assumption of the risk.

**TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

Roof US denies that it breached any duty owed to the Plaintiff or Third-Party Plaintiff.

**TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

Roof US asserts that Third-Party Plaintiff may have failed to join an indispensable party or indispensable parties needed for a just adjudication of the action.

**TWENTY-NINTH AFFIRMATIVE DEFENSE**

Roof US pleads that Third-Party Plaintiff may lack standing to pursue any claims against this Respondent in this action.

**THIRTIETH AFFIRMATIVE DEFENSE**

Roof US pleads the doctrine of caveat emptor.

**THIRTY-FIRST AFFIRMATIVE DEFENSE**

Roof US pleads all applicable defenses pursuant to ARCP 12(b).

**THIRTY-SECOND AFFIRMATIVE DEFENSE**

Roof US states that conditions precedent necessary to maintain this action have not been met.

**THIRTY-THIRD AFFIRMATIVE DEFENSE**

Roof US avers that any damages alleged were an act of God.

**THIRTY-FOURTH AFFIRMATIVE DEFENSE**

Third-Party Plaintiff's claims are barred by the doctrine of ratification.

**THIRTY-FIFTH AFFIRMATIVE DEFENSE**

Third-Party Plaintiff's claims are subject to arbitration.

**THIRTY-SIXTH AFFIRMATIVE DEFENSE**

Roof US pleads res judicata, collateral estoppel and/or issue preclusion.

**THIRTY-SEVENTH AFFIRMATIVE DEFENSE**

Roof US avers that the claims against it are barred by the failure to do equity.

Roof US expressly reserves the right, as discovery continues in this action, to amend its answer and its affirmative defenses.

[SIGNATURE BLOCK ON NEXT PAGE]

Respectfully submitted, this the 15<sup>th</sup> day of August 2025.

//s// Donald C. Partridge  
DONALD C. PARTRIDGE (PARTD6713)  
**MARON MARVEL BRADLEY ANDERSON & TARDY LLC**  
1111 Dauphin St.  
Mobile, Alabama 36604  
601-812-6630  
601-206-0119 (f)  
Email: [dpartridge@maronmarvel.com](mailto:dpartridge@maronmarvel.com)  
Attorney for Roof US Roofing & Restoration, LLC

**CERTIFICATE OF SERVICE**

I hereby certify that on the 15<sup>th</sup> day of August 2025, I electronically filed the foregoing with the Clerk of the Court using the AlaFile System, which will send notification of such filings to all counsel of record.

//s// Donald C. Partridge  
DONALD C. PARTRIDGE (PARTD6713)